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cover just such risks as taking poison by mistake, etc. *Edwards v. Travelers' Life Ins. Co.*, 20 Fed. 661; *Knights Templars and Masons' Life Indemnity Co. v. Crayton*, 110 Ill. App. 648, affirmed 209 Ill. 550; the phrase "if I die by my own hand, sane or insane, voluntary or involuntary" is an ordinary suicide clause not violated by an act done without suicidal intent, *Brignac v. Pac. Mut. Life Ins. Co.*, 112 La. 574, 66 L. R. A. 322; in construing the words sane or insane, voluntary or involuntary, the Court of Appeals of the District of Columbia says in effect, that words such as these seeking to avoid liability in case of suicide (raising no question that such is the purpose) are valid, and that the only question is, "was there suicide?" *Somerville v. Knights Templars' and Masons' Life Indemnity Ass'n.*, 11 App. D. C. 417. This would seem to support the instructions of the lower court in the principal case. It is difficult to see why *Keels v. Mut. Reserved Fund Life Ass'n.*, 29 Fed. 198, cited in the principal case is not good authority for them likewise. Although the Court says that it does not hold to the doctrine that such a clause would excuse from liability in every case where death occurs from accident, the question is "where will it draw the line?" Apparently it would lead to the result pointed out in the dissent that only death from old age or widely known sickness would prevent a forfeiture of the insurance. It would be a very plausible explanation of the words voluntary or involuntary, that they are by way of mere definition and amplification of the words sane or insane. The omission of any conjunction between the two groups of words seems to strengthen this position. And that construction should be given which will allow a recovery if possible. 1 COOLEY'S BRIEFS ON THE LAW OF INSURANCE, p. 633, *Liverpool and London and Globe Ins. Co. v. Kearney*, 180 U. S. 132.

MANDATORY INJUNCTION—BURNING MINE.—A corporation leased a coal mine within the limits of a certain city. A fire was afterwards discovered to have been started in the mine by the previous lessee. The corporation after a year and a half of continuous effort and an expenditure of an amount of money equal to its entire capital stock was unable to check the spread of the fire. The city has done nothing to extinguish the fire, but claims that it is a nuisance as it threatens the lives and property of the adjacent owners, and seeks a mandatory injunction to compel the corporation to put out the fire. *Held*, that the corporation cannot be compelled to do more than it has done, and as the fire has reached the public enemy stage the municipality should itself abate the so-called nuisance. *McCabe et al. v. Watt et al.* (1909), — Pa. —, 75 Atl. 453, 455.

A mandatory injunction is an extreme remedy, and the circumstances of the case are thoroughly considered in determining whether it is the proper mode of redress. 2 STORY, EQ. JUR., Ed. 13, 262, §959a; 2 JOYCE, INJUNCTIONS, 1551, §1075. In cases of comparative injury, where the injury to the plaintiff is slight, the loss of a large amount of capital may stay the injunction. *Tuttle v. Church*, 53 Fed. 422; *Morris R. R. Co. v. Prudden*, 20 N. J. Eq. 530; *Jones v. Newark*, 11 N. J. Eq. 542; *Riedeman v. Mt. Morris etc. Co.*, 56 App. Div. 23. In *Bentley v. Empire Cement Co.*, 48 Misc. 457, 464, the defendant company

had invested \$650,000 and had used the most approved apparatus to prevent any nuisance. The injury to the plaintiff was slight and as the injunction would compel the closing of the works it was not granted. In all such cases the courts enforce the plaintiff to seek his remedy in damages. Insolvency will not prevent the right to an injunction, however, where the injury is irreparable. *Kesner et al. v. Miesch*, 90 Ill. App. 437; *Dingby v. Buckner*, — Cal. —, 104 Pac. 478. The equities are strongly in favor of the defendant in the principal case.

MASTER AND SERVANT—DISCHARGE—COMPENSATION.—In consideration of two per cent. commission on all sales made, plaintiff agreed to act as salesman for the defendant from Jan. 1, 1905, until June 30, 1906. He was to receive \$300 monthly, and at the end of twelve months the balance of the commission earned during that period; and at the expiration of the contract the additional commission earned from Jan. 1 to June 30, was to be paid. The employment and right to commission was conditioned upon the due performance by the plaintiff of all the terms of the agreement. On Jan. 1, 1906, \$275.30 was due plaintiff as such additional commission. He did not draw this or seek to draw it, but continued to draw \$300 per month. During the month of May following plaintiff entered a prolonged spree causing at least one sale to be lost, and on May 23, 1906, he was discharged. In this action for \$275.30, the commissions due Jan. 1, 1906, it is *held*, that a prolonged incapacity caused by drunkenness justified a discharge; and since the contract was entire there could be no recovery. *Atkinson v. Heine* (1909), 119 N. Y. Supp. 122.

The law is well settled that the master is justified in discharging the servant for drunkenness. *Smith v. St. Paul R. Co.*, 60 Minn. 330; *McCormick v. Demary*, 10 Neb. 515; *Gonsolis v. Gearhart*, 31 Mo. 585. It is clear from the facts that on Jan. 1, 1906, plaintiff could have sued upon the contract and recovered the amount already earned; by the terms of the contract the commission was then due and payable, and it hardly seems clear that this right can be defeated by anything which may subsequently occur. In *Lambert v. King*, 12 La. Ann. 662, and *Lindner v. Cape Brewery & Ice Company*, 131 Mo. App. 680, cases involving similar facts, it was held that there could be a recovery on the contract for the amount earned before the discharge. The doctrine established by these cases will perhaps be preferred to the rule announced by the New York court. Some courts hold that there can be a recovery on a quantum meruit when the servant is discharged for cause: *Massey v. Taylor*, 45 Tenn. 447; *Lawrence v. Gullifer*, 38 Me. 532. *Huntington v. Claffin*, 38 N. Y. 182, announces the rule that a servant discharged for cause is in the same position as if he had voluntarily abandoned the contract, and there can be no recovery.

MASTER AND SERVANT—FELLOW SERVANT OR VICE PRINCIPAL.—Plaintiff, a servant of defendant, working in its logging camp, was standing near defendant's cable line and transmitting signals from the engineer to the workman in the forest. Some ten or twelve feet from plaintiff the cable was held in place by a snatch block fastened to a stump by a swamp hook. Because